

## Appendix 3

### Utah C-PACE Authorized Service Provider Application

Commercial Property Assessed Clean Energy, or C-PACE, is a mechanism allowable under Utah Code §§11-42-209 for financing energy efficiency, renewable energy, and water conservation projects for commercial buildings through a voluntary assessment on the property tax bill. Per U.C.A. §11-42-301 (9)(b) and the Municipality Agreement, OED will maintain a list of authorized service providers for the completion of C-PACE projects.

Authorized service providers must provide an active Utah Division of Occupational and Professional Licensing license number, all relevant classifications, and certify they are bonded and hold the state minimum for liability insurance. Other authorized service providers including design groups, distributors, engineers, and architects will also be required to provide relevant business license information.

#### Company Contact Information

Company Name: \_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_

#### Company Profile

Please provide a brief description of your company including ownership, volume of business, number of employees, and the services you provide.

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How many years have you been in business? \_\_\_\_\_

On average, how many energy efficiency, renewable energy, or water conservation projects do you complete a year?

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How many C-PACE projects have you completed? Please indicate the year the project took place and provide the city and state where the work was completed.

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What building energy conservation measures does your company offer or specialize in?

- ☐ Lighting
- ☐ HVAC
- ☐ Building Envelope
- ☐ Controls
- ☐ Building/Energy Management Systems
- ☐ Commissioning
- ☐ Solar PV
- ☐ Combined Heat and Power
- ☐ Motors and Drives
- ☐ Renewable Energy
- ☐ Geothermal
- ☐ Wind
- ☐ Water Conservation
- ☐ Compressed Air
- ☐ Other: \_\_\_\_\_

Are you a contractor licensed with the Division of Occupational and Professional Licensing?

If yes, please complete the License and Classification section. If no, please proceed to the Service Provider Information.

☐ Yes   ☐ No

#### License and Classification

Utah DOPL License Number: \_\_\_\_\_

Utah DOPL Classification (list all that apply): \_\_\_\_\_

Are you bonded? ☐ Yes ☐ No

Do you hold active liability insurance? ☐ Yes ☐ No

### Service Provider Information

☐ Design Group

☐ Distributor

☐ Engineer

☐ Architect

☐ Other: \_\_\_\_\_

Please provide the pertinent license information for your organization: \_\_\_\_\_

\_\_\_\_\_  
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### Terms and Conditions

The State of Utah, Governor's Office of Energy Development ("OED"), will facilitate a statewide Commercial Property Assessed Clean Energy (C-PACE) program. OED will coordinate certain services to allow commercial property owners to utilize C-PACE financing for water conservation, energy efficiency, and renewable energy projects. As part of this program, OED will provide a list of authorized vendors ("Vendor") on its C-PACE website. The following standard terms and conditions apply to OED's program.

- 1. Confidentiality:** OED is a governmental entity subject to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 to 901 ("GRAMA") Accordingly, certain records within possession or control, including without limitation, these standard terms and conditions, may be subject to public disclosure. Pursuant to section 63G-2-309 of GRAMA, any confidential information provided by Vendor to OED that Vendor believes should be protected from public

disclosure, must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such a claim.

2. **No Endorsement:** Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the State of Utah. The views and opinions of authors expressed herein do not necessarily state or reflect those of the State of Utah, and shall not be used for advertising or product endorsement purposes.
3. **Disclaimer of Liability:** OED is a governmental entity defined by the Utah Governmental Immunity Act, Utah Code §63G-7-101, et seq. and does not waive any defenses contained therein. With respect to documents and information available under OED's C-PACE program, neither the State of Utah nor any of its employees makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. OED will not be responsible for any damages suffered by Vendor, to include loss of data collected under Paragraph 6.
4. **No Warranties and Representations:** OED makes no representations, covenants, or warranties under this agreement, other than the duties of Program Administrator, as outlined in the C-PACE Program Guidebook. OED does not guarantee that Vendor will be selected by a property owner or municipality to be used in the program. This program is voluntary and no guarantees or work or government contract or funding is made by OED to vendor. OED is not responsible for any construction defects or negligence by the Vendor.
5. **Assumption of the Risk:** Vendor knowing the risks described above, and in consideration of being permitted to participate in the Program, Vendor agrees to, and on behalf of its successors or assigns, to assume all the risks and responsibilities surrounding its participation in the C-PACE program. To the maximum extent permitted by law, Vendor releases, indemnifies, and covenants not to sue OED from and against any present or future claim, loss or liability for injury/damages to person or property which Vendor may suffer, or for which owner may be liable to any other person, during Vendor's participation in the C-PACE program. This agreement shall be governed by the laws of the State of Utah, which shall be the forum for any lawsuits filed under or incident to this agreement or to the C-PACE program.
6. **Consent to Collect and Use Data:** Vendor hereby consents to OED collection of, the use of, and reuse of data or information gathered from the C-PACE program for any purpose including but not limited to use in print, on the internet, and all other forms of media. Vendor also hereby release OED and its agents and employees from all claims, demands, and liabilities whatsoever in connection with the above.
7. **No Agency:** Nothing contained in these standard terms and conditions shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint

venture, or any other fiduciary relationship. Vendor has no authority to act as agent for, or on behalf of, OED, or to represent OED, or bind OED in any manner.

8. **Amendments:** These standard terms and conditions may only be amended by the written agreement of OED, which amendment will be attached to these standard terms and conditions. Automatic renewals will not apply to these standard terms and conditions.
9. **Conflict of Interest:** Vendor represents that none of its officers or employees are officers or employees of OED or of the State of Utah, unless disclosure has been made to OED.
10. **Termination:** These standard terms and conditions may be terminated by OED at any time upon OED providing Owner with 10 days' written notice of termination. Such notice may be provided to Owner by OED at any time and for any reason, with or without cause.

I have carefully read the below standard terms and conditions. No representations, statements, or inducements, oral or written, apart from the foregoing written statement have been made.

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Service Provider

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OED Representative

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Date

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Date

Please submit application and/or questions to: Blake Thomas  
Utah Office of Energy Development | 60 E. South Temple, Suite 300 Salt Lake City, Utah 84111  
[utahcpace@utah.gov](mailto:utahcpace@utah.gov) | 801-538-8725